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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DELPHINE ALLEN, et al.,

Plaintiffs,

vs.

CITY OF OAKLAND, et al.,

Defendants.

) CASE NO: C00-4599 TEH

) **STIPULATION AND [PROPOSED]
PROTECTIVE ORDER RE: CITY OF
OAKLAND POLICE DEPARTMENT'S
WEEKLY REPORTS PRODUCED TO
PLAINTIFFS' COUNSEL PURSUANT TO
THE COURT'S ORDER OF NOVEMBER
5, 2010**

Plaintiffs (hereinafter, Receiving Party) and Defendant City of Oakland (hereinafter,

Producing Party), and Intervenor Oakland Police Officers Association (OPOA) by and through
their respective attorneys of record, do hereby stipulate to the following Protective Order:

Stipulated Protective Order

Allen v. City of Oakland, C000-4599 TEH

1 1. The weekly reports (hereinafter, "Protected Material"), which are to be produced by
2 Defendant City of Oakland to Plaintiffs' and OPOA's counsel pursuant to the Court's Order Re:
3 Weekly Reports, entered on November 5, 2010, shall be deemed CONFIDENTIAL and each
4 page of each report shall be stamped with the designation "Confidential Subject to Protective
5 Order" and each page will be bate stamped.
6

7 2. Any party seeking to file any Protected Material or portion thereof as an exhibit to a
8 Court filing shall meet and confer with the opposing party to determine whether filing under
9 seal is warranted and, if so, shall follow the requirements of Civil Local Rule 79-5. The
10 parties acknowledge that a request to file a document under seal must "establish[] that the
11 document, or portions thereof, is privileged or protectable as a trade secret or otherwise
12 entitled to protection under the law." Civ. L.R. 79-5.
13

14 3. Any Party desiring to maintain the confidentiality of the transcript or any exhibits
15 affixed to the transcript pertaining to the content of said Protected Materials shall, before the
16 close of the deposition, hearing, or other proceeding, specify any portions of the testimony that
17 qualify as confidential. Transcript pages containing any such Protected Material must be
18 separately bound by the court reporter, who must affix to the top of each such page the legend
19 "CONFIDENTIAL" as instructed by the Party or non-party offering or sponsoring the witness or
20 presenting the testimony.
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22 4. A Party that elects to press a challenge to a confidentiality designation of a transcript
23 of any proceeding concerning the Protected Material, after considering the justification offered
24 by the Designating Party, may file and serve a motion that identifies the challenged material and
25 sets forth in detail the basis for the challenge. Each such motion must be accompanied by a
26 competent declaration that affirms that the movant has complied with the meet and confer
27

1 requirements imposed in the preceding paragraph and that sets forth with specificity the
2 justification for the confidentiality designation that was given by the Designating Party in the
3 meet and confer dialogue. The burden of persuasion in any such challenge proceeding shall be
4 on the Designating Party. Until the court rules on the challenge, all parties shall continue to
5 afford the material in question the level of protection to which it is entitled under the Designating
6 Party's designation.

7

8 5. The Receiving Party or OPOA or Producing Party may use Protected Material in
9 connection with this case only for prosecuting, defending, or attempting to settle this litigation.
10 Such Protected Material may be disclosed only to the categories of persons and under the
11 conditions described in this Order. When the litigation has terminated, a Receiving Party and
12 OPOA must comply with the provisions set forth below concerning the final disposition of the
13 Protected Material.

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15 6. Unless otherwise ordered by the Court or permitted in writing by the Producing Party,
16 a Receiving Party or OPOA may disclose the Protected Material designated CONFIDENTIAL
17 by this Stipulated Protective Order only to:

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19 (a) employees of the Receiving Party or employees, officers or directors of the OPOA to
20 whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement
21 to Be Bound by Protective Order" (Exhibit A);

22

23 (b) experts (as defined in this Order) of the Receiving Party or OPOA to whom
24 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be
25 Bound by Protective Order" (Exhibit A);

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27 (c) the Court and its personnel;

1 (d) court reporters, their staffs, and professional vendors to whom disclosure is
2 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by
3 Protective Order" (Exhibit A);

4 (e) during their deposition, witnesses in the action to whom disclosure is reasonably
5 necessary and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A).

6 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
7 Material may be separately bound as specified above;

8 (f) the author the document or the original source of the information.

9 7. If a Receiving Party or OPOA learns that, by inadvertence or otherwise, it has
10 disclosed Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party or OPOA must immediately (a) notify in writing
12 the Producing Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies
13 of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures
14 were made of all of the terms of this Order, and (d) request such person or persons to execute the
15 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

16 8. Unless otherwise ordered or agreed in writing by the Producing Party, the Receiving
17 Party and OPOA must return all Protected Material to the Producing Party following the final
18 termination of this action. With permission in writing from the Producing Party, the Receiving
19 Party or OPOA may destroy some or all of the Protected Material instead of returning it.

20 9. Nothing in this Order abridges the right of any person to seek its modification by the
21 Court in the future.

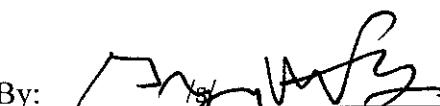
22 10. The Court shall retain jurisdiction over any matter covered by this Stipulation and
23 Order for 24 months after the final termination of this action.

1 IT IS SO STIPULATED.
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5 DATED: November 15, 2010
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8 By: /s/
9 JAMES B. CHANIN
10 Attorney for Plaintiffs
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12 DATED: November 15, 2010
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15 By: 
16 GREGORY M. FOX
17 Attorney for Defendant
18 City of Oakland
19

20 Dated: November 15, 2010
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23 /s/
24 Rockne A. Lucia Jr.
25 Attorney for the OPOA
26

27 ATTORNEY ATTESTATION

28 I hereby attest that I have on file all holograph signatures for any signatures indicated by
a "conformed" signature (/s/) within this E-filed document.

29 Dated: November 15, 2010
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32 
33 GREGORY M. FOX
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35 PURSUANT TO STIPULATION, IT IS SO ORDERED.
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37 DATED: 11/15, 2010
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39 Stipulated Protective Order
40 Allen v. City of Oakland, C000-4599 TEH
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States Court for the Northern District of California on _____ [date] in the case of Allen v. City of Oakland, et al. Case No. C-00-4599 TEH. I agree to comply with and be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name: _____

1 [printed name]
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Signature: _____
[signature]